

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ROWENA WAGNER

Plaintiff

vs.

CRAWFORD CENTRAL SCHOOL DISTRICT  
CRAWFORD CENTRAL SCHOOL BOARD  
Defendants,

MICHAEL E. DOLECKI, SUPERINTENDENT  
Defendant,

CHARLES E. HELLER, III, ASSISANT  
SUPERINTENDENT  
Defendant,

and,

THE CRAWFORD CENTRAL EDUCATION ASSOCIATION  
PENNSYLVANIA STATE EDUCATION ASSOCIATION  
NATONAL EDUCATION ASSOCIATION  
Defendants

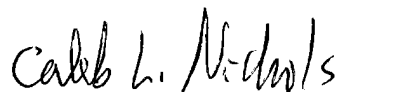
No. 04-264E

MOTION FOR LEAVE TO AMEND  
FIRST AMENDED COMPLAINT

COMES NOW The Plaintiff, Rowena Wagner and motions the Court for LEAVE TO AMEND Plaintiff's FIRST AMENDED COMPLAINT. This motion is made Pursuant to Rule 15 of the Federal Rules of Civil Procedure. Plaintiff seeks to amend the proposed Second Amended Complaint as stated below and offers supporting documentation:

- (1) to add the Pennsylvania State Education Association and the National Education Association as named defendants because Plaintiff's Union membership dues were paid to these entities as shown in Exhibit (1);
- (2) paragraph 28 of the proposed Second Amended Complaint is predicated on Exhibit (2);
- (3) paragraph 35(o) of the proposed Second Amended Complaint is based on Exhibit (3);
- (4) paragraphs 54, 55 and 56 of the proposed Second Amended Complaint are based on Exhibit (4).
- (5) Copy of First Amended Complaint, (Exhibit 5)

All counsels of record have agreed, in principle, to request the Court through a Joint Motion To Enlarge The Discovery Period and Amend the Case Management Order to extend the discovery period for an additional forty-five (45) days beyond December 15, 2005. Wherefore, Plaintiff respectfully moves the Court to grant the MOTION FOR LEAVE TO AMEND the First Amended Complaint as proposed.

A handwritten signature in cursive script, reading "Caleb L. Nichols", is written over a horizontal line.

Caleb L. Nichols  
Attorney for Plaintiff  
Rowena Wagner

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ROWENA WAGNER

Plaintiff

vs.

CRAWFORD CENRAL SCHOOL DISTRICT  
CRAWFORD CENTAL SCHOOL BOARD

Defendants,

MICHAEL E DOLECKI, SUPERINTENDENT

Defendant,

CHARLES E HELLER, III, ASSISTANT  
SUPERINTENDENT

Defendant,

and,

THE CRAWFORD CENTRAL EDUCATION  
ASSOCIATION

Defendant

Civil Action

No. 04-264 (Erie)

Bench Trial Requested

Judge Sean McLaughlin

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the enclosed Amended Complaint was personally served  
this \_\_\_\_\_ day of November 2005 on the following Defendants:

Crawford Central School District  
111280 Mercer Pike  
Meadville, PA 16335  
Attn.: Michael E. Dolecki, Sperintendent

Crawford Central School District Board of Education  
11280 Mercer Pike  
Meadville, PA 16335

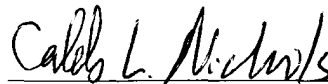
Crawford Central Education Association  
960 North Street  
Meadville, PA 16335  
C/o Daniel Hootman, President

and,

Mark Kuhar, Esq.  
Knox, McLaughlin, Gornall, & Sennett P.C.  
120 West Tenth Street  
Erie, PA 16501

Richard McEwen, Esq.  
PSEA  
4250 Rte. 6N  
Edinboro, PA 16507

Respectfully submitted,  
By:

A handwritten signature in black ink, reading "Caleb L. Nichols", is written over a horizontal line.

Caleb L. Nichols  
P.O. Box #1585  
Erie, PA 16507  
(814) 838-1877  
Attorney for Plaintiff

**EXHIBIT 1**

<b>PSEA</b> PENNSYLVANIA STATE EDUCATION ASSOCIATION		<b>THE PENNSYLVANIA STATE EDUCATION ASSOCIATION NATIONAL EDUCATION ASSOCIATION 2003 ENROLLMENT FORM 2004</b>		<b>nea</b> NATIONAL EDUCATION ASSOCIATION www.nea.org	
LOCAL ASSOCIATION NUMBER <b>55-20-24</b>		LOCAL ASSOCIATION NAME <b>Crawford Central EA</b>		BUILDING NAME —	
SOCIAL SECURITY NO. <b>211-74-8661</b>	TITLE <input checked="" type="checkbox"/> MRS. <input type="checkbox"/> MR. <input type="checkbox"/> MISS <input type="checkbox"/> MS.	LAST NAME <b>WAGNER</b>	FIRST NAME <b>ROWENA</b>	MIDDLE INITIAL <b>V</b>	
STREET ADDRESS <b>1166 North Franklin St.</b>		CITY <b>Cochranston</b>	STATE <b>PA</b>	ZIP CODE <b>16314</b>	
EMPLOYMENT LEVEL (✓) PLEASE CHECK					
<input type="checkbox"/> 01 Preschool <input checked="" type="checkbox"/> 03 Elementary <input type="checkbox"/> 05 High School <input type="checkbox"/> 07 College <input type="checkbox"/> 09 Other <input type="checkbox"/> 02 Kindergarten <input type="checkbox"/> 04 Middle Sch./Jr Hg <input type="checkbox"/> 06 Community/Junior College <input type="checkbox"/> 08 University					
EMPLOYMENT CODES (✓) PLEASE CHECK WHERE APPROPRIATE					
<b>Classroom Teacher</b> <input type="checkbox"/> 101 Adult Ed <input type="checkbox"/> 102 Art <input type="checkbox"/> 103 Business Ed <input type="checkbox"/> 104 Coach <input type="checkbox"/> 105 Communications <input type="checkbox"/> 106 Computer Science <input type="checkbox"/> 107 Driver Ed <input type="checkbox"/> 108 English/Language Arts <input type="checkbox"/> 109 Foreign Language & Literature <input type="checkbox"/> 110 Health & Physical Education <input type="checkbox"/> 111 Family & Consumer Science <input type="checkbox"/> 112 Library Science <input type="checkbox"/> 113 Mathematics		<b>Academic Areas</b> <input type="checkbox"/> 114 Music <input type="checkbox"/> 115 Reading <input type="checkbox"/> 116 Science <input type="checkbox"/> 117 Social Studies <input type="checkbox"/> 118 Special Education/Gifted <input type="checkbox"/> 119 Special Ed./Speech & Hearing Imp. <input type="checkbox"/> 120 Technology Ed. <input type="checkbox"/> 121 General Subject <input type="checkbox"/> 122 No Subject <input type="checkbox"/> 123 Other <input type="checkbox"/> 124 Special Education/IST <input type="checkbox"/> 125 Special Education <input type="checkbox"/> 126 Athletic Trainer		<b>Vocational/Practical Arts</b> <input type="checkbox"/> 201 Agriculture <input type="checkbox"/> 202 Business <input type="checkbox"/> 203 Distributive <input type="checkbox"/> 205 Family & Consumer Science <input type="checkbox"/> 206 Technology Education <input type="checkbox"/> 207 Trade and Industrial <input type="checkbox"/> 208 Other/Votech <input type="checkbox"/> 209 Nursing Educator <input type="checkbox"/> 210 Physical Therapy Educator <input type="checkbox"/> 211 Occupational Therapy Educator	
<b>Higher Ed</b> <input type="checkbox"/> 301 Agriculture <input type="checkbox"/> 302 Architecture <input type="checkbox"/> 303 Biology <input type="checkbox"/> 304 Business <input type="checkbox"/> 305 Communications <input type="checkbox"/> 306 Computer Science <input type="checkbox"/> 307 Education <input type="checkbox"/> 308 Engineering <input type="checkbox"/> 309 English <input type="checkbox"/> 310 Foreign Languages <input type="checkbox"/> 311 Geography <input type="checkbox"/> 313 Family & Consumer Science <input type="checkbox"/> 314 Law <input type="checkbox"/> 315 Library		<input type="checkbox"/> 316 Mathematics <input type="checkbox"/> 317 Military Science <input type="checkbox"/> 318 Philosophy <input type="checkbox"/> 319 Physical Science <input type="checkbox"/> 320 Psychology <input type="checkbox"/> 321 Religion <input type="checkbox"/> 322 Social Science <input type="checkbox"/> 323 No Subject <input type="checkbox"/> 324 Other <input type="checkbox"/> 325 Nursing Educator <input type="checkbox"/> 326 Physical Therapy Educator <input type="checkbox"/> 327 Occupational Therapy Educator		<b>Administration/Supervision</b> <input type="checkbox"/> 401 Chief/Assistant Administrators <input type="checkbox"/> 402 Supervisors <input type="checkbox"/> 403 Other Administration <input type="checkbox"/> 404 Principal <input type="checkbox"/> 405 Assistant Principal	
		<b>Pupil Services</b> <input type="checkbox"/> 501 Counselors <input type="checkbox"/> 502 Dental Hygienists <input type="checkbox"/> 503 H & S Visitors <input type="checkbox"/> 504 School Nurses <input type="checkbox"/> 505 School Psychologists <input type="checkbox"/> 506 Occupational Therapists <input type="checkbox"/> 507 Physical Therapists		<b>ESP</b> <input type="checkbox"/> 601 A-V Technician <input type="checkbox"/> 602 Custodian <input type="checkbox"/> 603 Maintenance Personnel <input type="checkbox"/> 604 Food Service <input type="checkbox"/> 605 Secretarial/Clerical <input type="checkbox"/> 606 Aide <input type="checkbox"/> 607 Bus Driver <input type="checkbox"/> 608 Confidential Personnel <input type="checkbox"/> 610 Other <input type="checkbox"/> 611 Educational Paraprofessional	
DATE OF BIRTH MO: <b>12</b> DAY: <b>29</b> YEAR: <b>1972</b>		POLITICAL AFFILIATION <input checked="" type="checkbox"/> REPUBLICAN <input type="checkbox"/> DEMOCRAT <input type="checkbox"/> INDEPENDENT <input type="checkbox"/> NONE		ETHNIC CLASSIFICATION PSEA is committed to assuring the equitable representation of members of ethnic minority groups at all governance levels of the Association. To help achieve this goal, completion of this section is strongly encouraged. Failure to do so, however, will not affect your membership status, rights or benefits in NEA, PSEA, the local or any of their affiliates. Ethnic minority shall mean those persons designated as ethnic minority by the U.S. Bureau of Census. This information will be kept confidential. <input type="checkbox"/> 01 American Indian/Alaska Native <input type="checkbox"/> 04 Hispanic <input type="checkbox"/> 07 Multiracial <input type="checkbox"/> 02 Asian <input type="checkbox"/> 05 Caucasian <input type="checkbox"/> 08 Native Hawaiian or other Pacific Islander <input type="checkbox"/> 03 Black <input type="checkbox"/> 06 Biracial	
SEX <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/> MALE	SCHOOL DISTRICT CODE (WHERE YOU LIVE/WORK) <b>20135</b>	AREA CODE <b>(814)</b>	HOME TELEPHONE NUMBER <b>425-7651</b>		
HOME E-MAIL ADDRESS (if applicable) <b>rwagner@zoominternet.net</b>					
Pledge					
PSEA has established two political action committees: PSEA-PACE for Federal Elections (F-PAC) and PSEA-PACE for State Elections (S-PAC). Both committees collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for federal (F-PAC) and state and local (S-PAC) offices. Contributions to F-PAC and S-PAC are voluntary, making a contribution is neither a condition of employment nor of membership in NEA, PSEA, the local or any of PSEA's affiliates, and members have the right to refuse to contribute without suffering any reprisal. A member may contribute more or less than the suggested amount, or may contribute nothing at all, without it affecting his or her membership status, rights or benefits in the NEA, PSEA, the local or any of PSEA's affiliates.					
Contributions or gifts to F-PAC and S-PAC are not deductible for federal income tax purposes. Federal law requires us to use our best efforts to collect the name, mailing address, occupation, and the name of the employer of individuals whose F-PAC contributions aggregate in excess of \$200 in a calendar year. State law requires us to use our best efforts to collect the name, mailing address, occupation, and the name of the employer of individuals whose S-PAC contributions aggregate in excess of \$10 in a calendar year.					
With full knowledge of this information, I authorize the following political action contributions as indicated by the check marks (✓) placed below.					
PSEA-PACE for State Elections (✓) PLEASE CHECK A.) <input type="checkbox"/> \$26 CONTRIBUTION (SUGGESTED) B.) <input type="checkbox"/> \$_____ OTHER CONTRIBUTION (ENTER AMOUNT)		PSEA-PACE for Federal Elections (✓) PLEASE CHECK A.) <input type="checkbox"/> \$12 CONTRIBUTION (SUGGESTED) B.) <input type="checkbox"/> \$_____ OTHER CONTRIBUTION (ENTER AMOUNT)			
(✓) PLEASE CHECK <input type="checkbox"/> I authorize my local association to include my voluntary contributions to S-PAC and F-PAC as indicated above in my authorization for payroll deduction of membership dues. My political action contribution shall be made to the appropriate committee out of my final payment of the membership year unless proration is required by law.					
It is agreed that my authorization for political action contributions and my authorization for payroll deduction, if available and already authorized, shall continue in force from year to year unless revoked or modified by me for a succeeding membership year by giving written notice to that effect to my local association on or before October 1 of that membership year or as stated in my collective bargaining agreement.					
I UNDERSTAND THAT OF THE TOTAL PSEA DUES, \$4.25 IS FOR A ONE YEAR SUBSCRIPTION TO THE VOICE, AND OF THE TOTAL NEA DUES \$4.50 IS FOR A ONE YEAR SUBSCRIPTION TO NEA TODAY.					
BY SIGNING THIS MEMBERSHIP FORM, I AM ENROLLING FOR THE 2003-2004 MEMBERSHIP YEAR AND ALSO AGREEING TO MAINTAIN MY MEMBERSHIP IN THE APPROPRIATE CATEGORY EACH MEMBERSHIP YEAR THEREAFTER, UNLESS COVERED BY A MAINTENANCE OF MEMBERSHIP PROVISION. I MAY REVOKE MY MEMBERSHIP BY NOTIFYING, IN WRITING, MY LOCAL ASSOCIATION, IF AVAILABLE, OR PSEA NO LATER THAN OCTOBER 1 OF THAT MEMBERSHIP YEAR OR AS STATED IN MY COLLECTIVE BARGAINING AGREEMENT.					
DUES PAYMENTS AND CONTRIBUTIONS TO F-PAC AND S-PAC, IF APPLICABLE, ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. DUES PAYMENTS MAY BE DEDUCTIBLE AS A MISCELLANEOUS ITEMIZED DEDUCTION.					
DATE <b>2/5/04</b>		SIGNATURE <b>Rowena V. Wagner</b>			
		LOCAL OFFICER VERIFICATION REQUIRED PLEASE INITIAL <b>ASm</b>			

PLEASE RETURN THE FIRST TWO COPIES OF THIS FORM TO PSEA

ATTACHMENT A

**EXHIBIT 2**

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1990-1991

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$71,536	0	0	0	0	1
Assistant Superintendent	1	1	0	\$55,052	0	0	0	0	1
Elementary Principal	7	6	1	\$44,261	0	0	0	0	7
Secondary Principal	3	3	0	\$47,224	0	0	0	0	3
Assistant Secondary Principal	5	3	2	\$39,765	0	0	1	0	4
Supervisor	4	3	1	\$42,799	0	0	0	0	4
CATEGORY TOTAL	21	17	4	\$45,148	0	0	1	0	20
CLASSROOM TEACHERS									
Elementary	130	17	113	\$30,943	0	0	1	1	128
Secondary	130	72	58	\$30,420	0	1	0	3	126
Specialized, K-12 OR Middle School	12	3	9	\$27,741	0	0	0	0	12
Special Education	30	6	24	\$28,808	0	0	0	0	30
CATEGORY TOTAL	302	98	204	\$30,402	0	1	1	4	296
COORDINATE SERVICES									
Business Manager	1	1	0	\$38,850	0	0	0	0	1
Dental Hygienist	1	0	1	\$26,200	0	0	0	0	1
Guidance, Elementary	5	2	3	\$37,277	0	0	0	0	5
Guidance, Secondary	7	5	2	\$37,678	0	0	0	0	7
Librarian, Elementary	4	0	4	\$28,031	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$35,644	0	0	0	0	3
Psychologist	2	1	1	\$39,232	0	0	0	0	2
School Nurse	6	0	6	\$31,248	0	0	0	0	6
Specialist	9	5	4	\$30,448	0	0	0	0	9
CATEGORY TOTAL	38	14	24	\$33,532	0	0	0	0	38
OTHERS									
Other Not Listed Above	4	1	3	\$28,653	0	0	0	0	4
CATEGORY TOTAL	4	1	3	\$28,653	0	0	0	0	4
TOTAL	365	130	235	\$31,594	0	1	2	4	358



PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1991-1992

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$74,111	0	0	0	0	1
Assistant Superintendent	1	1	0	\$57,791	0	0	0	0	1
Elementary Principal	6	5	1	\$48,108	0	0	0	0	6
Secondary Principal	3	3	0	\$49,620	0	0	0	0	3
Assistant Secondary Principal	6	4	2	\$41,164	0	0	1	0	5
Supervisor	4	3	1	\$45,319	0	0	0	0	4
CATEGORY TOTAL	21	17	4	\$47,508	0	0	1	0	20
CLASSROOM TEACHERS									
Elementary	132	16	116	\$32,609	0	0	1	1	130
Secondary	124	69	55	\$31,942	0	1	0	2	121
Specialized, K-12 OR Middle School	13	3	10	\$29,506	0	0	0	0	13
Special Education	30	6	24	\$30,313	0	0	0	0	30
CATEGORY TOTAL	299	94	205	\$31,986	0	1	1	3	294
COORDINATE SERVICES									
Business Manager	1	1	0	\$40,754	0	0	0	0	1
Dental Hygienist	1	0	1	\$28,273	0	0	0	0	1
Guidance, Elementary	6	2	4	\$34,907	0	0	0	0	6
Guidance, Secondary	7	5	2	\$36,612	0	0	0	0	7
Librarian, Elementary	5	0	5	\$28,448	0	0	0	0	5
Librarian, K-12 OR Middle School	2	0	2	\$34,548	0	0	0	0	2
Psychologist	2	1	1	\$41,132	0	0	0	0	2
School Nurse	6	0	6	\$33,061	0	0	0	0	6
Specialist	7	4	3	\$31,156	0	0	0	0	7
CATEGORY TOTAL	37	13	24	\$33,643	0	0	0	0	37
OTHERS									
Other Not Listed Above	4	1	3	\$30,052	0	0	0	0	4
CATEGORY TOTAL	4	1	3	\$30,052	0	0	0	0	4
TOTAL	361	125	236	\$33,070	0	1	2	3	355

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1993-1994

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$65,000	0	0	0	0	1
Elementary Principal	6	5	1	\$47,858	0	0	0	0	6
Secondary Principal	2	2	0	\$54,902	0	0	0	0	2
Assistant Secondary Principal	4	2	2	\$43,634	0	0	0	0	4
Supervisor	4	3	1	\$43,451	0	0	0	0	4
CATEGORY TOTAL	17	13	4	\$47,664	0	0	0	0	17
CLASSROOM TEACHERS									
Elementary	128	17	111	\$33,840	0	0	1	1	126
Secondary	124	71	53	\$33,528	0	1	1	2	120
Specialized, K-12 OR Middle School	14	3	11	\$31,269	0	0	0	0	14
Special Education	31	5	26	\$30,346	0	0	0	0	31
CATEGORY TOTAL	297	96	201	\$33,223	0	1	2	3	291
COORDINATE SERVICES									
Business Manager	1	1	0	\$43,016	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	5	1	4	\$35,326	0	0	0	0	5
Guidance, Secondary	7	5	2	\$41,422	0	0	0	0	7
Librarian, Elementary	4	0	4	\$30,585	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$36,201	0	0	0	0	3
Psychologist	2	0	2	\$37,342	0	0	0	0	2
School Nurse	6	0	6	\$35,042	0	0	0	0	6
Specialist	8	4	4	\$32,761	0	0	0	0	8
CATEGORY TOTAL	37	11	26	\$35,766	0	0	0	0	37
OTHERS									
Other Not Listed Above	3	1	2	\$31,638	0	0	0	0	3
CATEGORY TOTAL	3	1	2	\$31,638	0	0	0	0	3
TOTAL	354	121	233	\$34,192	0	1	2	3	348

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1992-1993

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$74,111	0	0	0	0	1
Assistant Superintendent	1	1	0	\$60,221	0	0	0	0	1
Elementary Principal	8	7	1	\$48,792	0	0	0	0	8
Secondary Principal	3	3	0	\$51,900	0	0	0	0	3
Assistant Secondary Principal	5	3	2	\$43,014	0	0	1	0	4
Supervisor	3	2	1	\$47,413	0	0	0	0	3
CATEGORY TOTAL	21	17	4	\$49,413	0	0	1	0	20
CLASSROOM TEACHERS									
Elementary	126	17	109	\$34,541	0	0	1	1	124
Secondary	125	69	56	\$33,885	0	1	1	2	121
Specialized, K-12 OR Middle School	15	3	12	\$31,317	0	0	0	0	15
Special Education	32	6	26	\$31,785	0	0	0	0	32
CATEGORY TOTAL	298	95	203	\$33,838	0	1	2	3	292
COORDINATE SERVICES									
Business Manager	1	1	0	\$41,763	0	0	0	0	1
Dental Hygienist	1	0	1	\$30,254	0	0	0	0	1
Guidance, Elementary	6	2	4	\$38,674	0	0	0	0	6
Guidance, Secondary	7	5	2	\$41,422	0	0	0	0	7
Librarian, Elementary	4	0	4	\$30,585	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$36,201	0	0	0	0	3
Psychologist	2	1	1	\$42,882	0	0	0	0	2
School Nurse	6	0	6	\$35,042	0	0	0	0	6
Specialist	7	4	3	\$33,126	0	0	0	0	7
CATEGORY TOTAL	37	13	24	\$36,564	0	0	0	0	37
OTHERS									
Other Not Listed Above	3	1	2	\$30,552	0	0	0	0	3
CATEGORY TOTAL	3	1	2	\$30,552	0	0	0	0	3
TOTAL	359	126	233	\$35,033	0	1	3	3	352

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1994-1995

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$70,040	0	0	0	0	1
Elementary Principal	6	5	1	\$50,009	0	0	0	0	6
Secondary Principal	3	2	1	\$55,872	0	0	0	0	3
Assistant Secondary Principal	5	3	2	\$45,141	0	0	0	0	5
Supervisor	4	3	1	\$45,866	0	0	0	0	4
CATEGORY TOTAL	19	14	5	\$49,836	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	135	18	117	\$36,874	0	0	1	2	132
Secondary	126	72	54	\$36,778	0	1	1	2	122
Specialized, K-12 OR Middle School	13	4	9	\$34,228	0	0	0	1	12
Special Education	30	4	26	\$34,027	0	0	0	0	30
CATEGORY TOTAL	304	98	206	\$36,460	0	1	2	5	296
COORDINATE SERVICES									
Business Manager	1	1	0	\$45,224	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	2	4	\$38,728	0	0	0	0	6
Guidance, Secondary	7	5	2	\$45,861	0	0	0	0	7
Librarian, Elementary	4	0	4	\$33,889	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$41,057	0	0	0	0	3
Psychologist	2	0	2	\$39,653	0	0	0	0	2
School Nurse	6	0	6	\$38,673	0	0	0	0	6
Specialist	8	3	5	\$34,475	0	0	0	0	8
CATEGORY TOTAL	38	11	27	\$39,040	0	0	0	0	38
OTHERS									
Other Not Listed Above	3	1	2	\$33,604	0	0	0	0	3
CATEGORY TOTAL	3	1	2	\$33,604	0	0	0	0	3
TOTAL	364	124	240	\$37,432	0	1	2	5	356

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA**  
1995-1996

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$72,841	0	0	0	0	1
Assistant Superintendent	1	1	0	\$59,832	0	0	0	0	1
Elementary Principal	7	4	3	\$49,512	0	0	0	0	7
Secondary Principal	3	2	1	\$58,032	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$48,187	0	0	0	0	4
Supervisor	4	3	1	\$48,053	0	0	0	0	4
CATEGORY TOTAL	20	14	6	\$51,916	0	0	0	0	20
CLASSROOM TEACHERS									
Elementary	137	18	119	\$38,539	0	0	1	2	134
Secondary	127	69	58	\$38,385	0	1	1	2	123
Specialized, K-12 OR Middle School	12	3	9	\$35,181	0	0	0	0	12
Special Education	30	4	26	\$35,224	0	0	0	0	30
CATEGORY TOTAL	306	94	212	\$38,013	0	1	2	4	299
COORDINATE SERVICES									
Business Manager	1	1	0	\$49,456	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	2	4	\$41,156	0	0	0	0	6
Guidance, Secondary	8	6	2	\$48,222	0	0	0	0	8
Librarian, Elementary	4	0	4	\$35,440	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$44,219	0	0	0	0	3
Psychologist	2	0	2	\$41,981	0	0	0	0	2
School Nurse	6	0	6	\$41,590	0	0	0	0	6
Specialist	8	3	5	\$36,576	0	0	0	0	8
CATEGORY TOTAL	39	12	27	\$41,229	0	0	0	0	39
OTHERS									
Other Not Listed Above	4	2	2	\$35,536	0	0	0	0	4
CATEGORY TOTAL	4	2	2	\$35,536	0	0	0	0	4
TOTAL	369	122	247	\$39,113	0	1	2	4	362

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1996-1997

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$77,900	0	0	0	0	1
Assistant Superintendent	1	1	0	\$62,800	0	0	0	0	1
Elementary Principal	6	4	2	\$52,585	0	0	0	0	6
Secondary Principal	3	2	1	\$50,204	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$50,416	0	0	0	0	4
Supervisor	4	3	1	\$52,140	0	0	0	0	4
CATEGORY TOTAL	19	14	5	\$55,107	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	135	17	118	\$40,475	0	0	1	2	132
Secondary	128	72	56	\$40,372	0	1	0	2	125
Specialized, K-12 OR Middle School	12	3	9	\$37,124	0	0	0	0	12
Special Education	30	4	26	\$36,584	0	0	0	0	30
CATEGORY TOTAL	305	96	209	\$39,911	0	1	1	4	299
COORDINATE SERVICES									
Business Manager	1	1	0	\$51,766	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	2	4	\$43,236	0	0	0	0	6
Guidance, Secondary	7	5	2	\$52,230	0	0	0	0	7
Librarian, Elementary	4	0	4	\$38,342	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$47,284	0	0	0	0	3
Psychologist	2	0	2	\$44,363	0	0	0	0	2
School Nurse	6	0	6	\$38,681	0	0	0	0	6
Specialist	6	2	4	\$36,916	0	0	0	0	6
CATEGORY TOTAL	36	10	26	\$43,266	0	0	0	0	36
OTHERS									
Other Not Listed Above	4	2	2	\$37,503	0	0	0	0	4
CATEGORY TOTAL	4	2	2	\$37,503	0	0	0	0	4
TOTAL	384	122	262	\$41,047	0	1	1	4	358

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1997-1998**

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$82,000	0	0	0	0	1
Assistant Superintendent	1	1	0	\$85,700	0	0	0	0	1
Elementary Principal	6	4	2	\$55,929	0	0	0	0	6
Secondary Principal	3	2	1	\$63,071	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$53,891	0	0	0	0	4
Supervisor	4	3	1	\$55,512	0	0	0	0	4
CATEGORY TOTAL	19	14	5	\$58,426	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	135	18	117	\$41,779	0	0	1	2	132
Secondary	125	68	57	\$41,931	0	1	0	2	122
Specialized, K-12 OR Middle School	13	4	9	\$38,281	0	0	0	0	13
Special Education	33	4	29	\$37,257	0	0	0	0	33
CATEGORY TOTAL	306	94	212	\$41,208	0	1	1	4	300
COORDINATE SERVICES									
Business Manager	1	1	0	\$54,204	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	3	3	\$41,522	0	0	0	0	6
Guidance, Secondary	8	5	2	\$51,185	0	0	0	0	8
Librarian, Elementary	4	0	4	\$38,809	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$48,222	0	0	0	0	3
Psychologist	2	0	2	\$46,851	0	0	0	0	2
School Nurse	6	0	6	\$38,676	0	0	0	0	6
Specialist	6	2	4	\$38,371	0	0	0	0	6
CATEGORY TOTAL	37	12	25	\$43,742	0	0	0	0	37
OTHERS									
Other Not Listed Above	3	2	1	\$46,320	0	0	0	0	3
CATEGORY TOTAL	3	2	1	\$46,320	0	0	0	0	3
TOTAL	365	122	243	\$42,406	0	1	1	4	369

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA**  
1998-1999

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$87,350	0	0	0	0	1
Assistant Superintendent	1	1	0	\$71,815	0	0	0	0	1
Elementary Principal	6	4	2	\$59,489	0	0	0	0	6
Secondary Principal	4	2	2	\$61,925	0	0	0	0	4
Assistant Secondary Principal	3	2	1	\$59,991	0	0	0	0	3
Supervisor	4	3	1	\$59,715	0	0	0	0	4
CATEGORY TOTAL	19	13	6	\$82,247	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	134	17	117	\$41,559	0	0	2	2	130
Secondary	115	61	54	\$42,125	0	1	0	2	112
Specialized, K-12 OR Middle School	18	7	11	\$39,628	0	0	0	0	18
Special Education	35	5	30	\$38,144	0	0	0	0	35
CATEGORY TOTAL	302	90	212	\$41,266	0	1	2	4	295
COORDINATE SERVICES									
Business Manager	1	1	0	\$58,472	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	5	2	3	\$35,767	0	0	0	0	5
Guidance, Secondary	8	5	1	\$51,511	0	0	0	0	6
Librarian, Elementary	4	0	4	\$40,166	0	0	0	0	4
Librarian, K-12 OR Middle School	2	0	2	\$47,493	0	0	0	0	2
Psychologist	2	0	2	\$52,538	0	0	0	0	2
School Nurse	6	0	6	\$37,698	0	0	0	0	6
Specialist	5	1	4	\$41,275	0	0	0	0	5
CATEGORY TOTAL	32	9	23	\$43,214	0	0	0	0	32
OTHERS									
Other Not Listed Above	3	2	1	\$42,583	0	0	0	0	3
CATEGORY TOTAL	3	2	1	\$42,583	0	0	0	0	3
TOTAL	356	114	242	\$42,569	0	1	2	4	349



PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
1999-2000

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$92,700	0	0	0	0	1
Assistant Superintendent	1	1	0	\$77,930	0	0	0	0	1
Elementary Principal	6	5	1	\$61,708	0	0	0	0	6
Secondary Principal	3	2	1	\$67,966	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$55,800	0	0	0	0	4
Supervisor	4	2	2	\$60,538	0	0	0	0	4
CATEGORY TOTAL	19	14	5	\$63,691	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	136	19	117	\$43,220	0	0	2	2	132
Secondary	118	64	54	\$43,565	0	1	0	2	115
Specialized, K-12 OR Middle School	17	8	11	\$39,620	0	0	0	0	17
Special Education	38	5	33	\$38,402	0	0	0	0	38
CATEGORY TOTAL	309	94	215	\$42,545	0	1	2	4	302
COORDINATE SERVICES									
Business Manager	1	1	0	\$62,240	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	2	4	\$37,540	0	0	0	0	6
Guidance, Secondary	6	4	2	\$49,150	0	0	0	0	6
Librarian, Elementary	4	0	4	\$43,451	0	0	0	0	4
Librarian, K-12 OR Middle School	2	0	2	\$49,358	0	0	0	0	2
Psychologist	2	0	2	\$56,850	0	0	0	0	2
School Nurse	6	0	6	\$40,849	0	0	0	0	6
Specialist	5	1	4	\$44,475	0	0	0	0	5
CATEGORY TOTAL	33	8	25	\$44,865	0	0	0	0	33
OTHERS									
Other Not Listed Above	3	2	1	\$44,593	0	0	0	0	3
CATEGORY TOTAL	3	2	1	\$44,593	0	0	0	0	3
TOTAL	364	118	246	\$43,895	0	1	2	4	357

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
2000-2001

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$95,481	0	0	0	0	1
Assistant Superintendent	1	1	0	\$82,750	0	0	0	0	1
Elementary Principal	6	5	1	\$64,131	0	0	0	0	6
Secondary Principal	3	2	1	\$70,715	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$58,428	0	0	0	0	4
Supervisor	5	3	2	\$57,562	0	0	0	0	5
CATEGORY TOTAL	20	15	5	\$64,834	0	0	0	0	20
CLASSROOM TEACHERS									
Elementary	131	18	113	\$44,998	0	0	2	2	127
Secondary	118	63	55	\$44,732	0	1	0	3	114
Specialized, K-12 OR Middle School	21	5	16	\$40,760	0	0	0	0	21
Special Education	41	5	36	\$39,979	0	0	0	0	41
CATEGORY TOTAL	311	91	220	\$43,934	0	1	2	5	303
COORDINATE SERVICES									
Business Manager	1	1	0	\$55,994	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	0	6	\$35,233	0	0	0	0	6
Guidance, Secondary	6	5	1	\$52,874	0	0	0	0	6
Librarian, Elementary	4	0	4	\$45,116	0	0	0	0	4
Librarian, K-12 OR Middle School	3	0	3	\$44,913	0	0	0	0	3
Psychologist	2	0	2	\$58,360	0	0	0	0	2
School Nurse	6	0	6	\$42,518	0	0	0	0	6
Specialist	3	0	3	\$42,011	0	0	0	0	3
CATEGORY TOTAL	32	6	26	\$45,086	0	0	0	0	32
OTHERS									
Other Not Listed Above	3	2	1	\$46,468	0	0	0	0	3
CATEGORY TOTAL	3	2	1	\$46,468	0	0	0	0	3
TOTAL	366	114	252	\$46,215	0	1	2	6	358

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA**  
2001-2002

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$90,000	0	0	0	0	1
Elementary Principal	6	5	1	\$66,732	0	0	0	0	6
Secondary Principal	3	2	1	\$73,569	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$61,672	0	0	0	0	4
Supervisor	5	3	2	\$60,013	0	0	0	0	5
CATEGORY TOTAL	19	14	5	\$66,203	0	0	0	0	19
CLASSROOM TEACHERS									
Elementary	130	18	112	\$46,569	0	0	2	2	128
Secondary	120	63	57	\$46,260	0	1	0	3	116
Specialized, K-12 OR Middle School	22	5	17	\$42,237	0	0	0	0	22
Special Education	41	5	36	\$41,731	0	0	0	0	41
CATEGORY TOTAL	313	91	222	\$45,511	0	1	2	5	305
COORDINATE SERVICES									
Business Manager	1	1	0	\$62,510	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Guidance, Elementary	6	0	6	\$37,297	0	0	0	0	6
Guidance, Secondary	6	5	1	\$54,564	0	0	0	0	6
Librarian, Elementary	4	0	4	\$47,008	0	0	0	0	4
Librarian, K-12 OR Middle School	2	0	2	\$53,201	0	0	0	0	2
Psychologist	2	0	2	\$60,100	0	0	0	0	2
School Nurse	6	0	6	\$44,226	0	0	0	0	6
Specialist	3	0	3	\$44,575	0	0	0	0	3
CATEGORY TOTAL	31	6	25	\$47,580	0	0	0	0	31
OTHERS									
Other Not Listed Above	3	2	1	\$45,848	0	0	0	0	3
CATEGORY TOTAL	3	2	1	\$45,848	0	0	0	0	3
TOTAL	366	113	253	\$46,781	0	1	2	5	368

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA**  
2002-2003

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$98,515	0	0	0	0	1
Assistant Superintendent	1	1	0	\$87,108	0	0	0	0	1
Elementary Principal	6	5	1	\$69,904	0	0	0	0	6
Secondary Principal	3	2	1	\$77,050	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$88,488	0	0	0	0	4
Supervisor	3	1	2	\$75,046	0	0	0	0	3
CATEGORY TOTAL	18	13	5	\$73,738	0	0	0	0	18
CLASSROOM TEACHERS									
Elementary	138	19	119	\$47,149	0	0	0	2	136
Secondary	114	59	55	\$46,839	0	1	1	4	108
Specialized, K-12 OR Middle School	16	2	14	\$44,468	0	0	0	0	16
Special Education	38	8	32	\$42,507	0	0	0	3	35
CATEGORY TOTAL	306	88	220	\$46,307	0	1	1	9	295
COORDINATE SERVICES									
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Coordinator, Specially Funded Prog	1	0	1	\$67,558	0	0	0	0	1
Guidance, Elementary	6	6	6	\$39,180	0	0	0	0	6
Guidance, Secondary	8	6	2	\$54,077	0	0	0	0	8
Librarian, Elementary	4	0	4	\$48,642	0	0	0	0	4
Librarian, K-12 OR Middle School	2	0	2	\$55,698	0	0	0	0	2
Psychologist	2	0	2	\$62,324	0	0	0	0	2
School Nurse	6	0	6	\$45,689	0	0	0	0	6
Specialist	3	2	1	\$50,226	0	0	0	0	3
CATEGORY TOTAL	33	8	25	\$49,709	0	0	0	0	33
OTHERS									
Other Not Listed Above	4	3	1	\$57,075	0	0	0	0	4
CATEGORY TOTAL	4	3	1	\$57,075	0	0	0	0	4
TOTAL	361	110	251	\$48,116	0	1	1	9	350

**PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA**  
2003-2004

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$102,160	0	0	0	0	1
Assistant Superintendent	1	1	0	\$93,223	0	0	0	0	1
Elementary Principal	6	4	2	\$72,854	0	0	0	0	6
Secondary Principal	3	2	1	\$78,150	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$60,904	0	0	0	0	4
Supervisor	3	1	2	\$79,562	0	0	0	0	3
CATEGORY TOTAL	18	12	6	\$74,959	0	0	0	0	18
CLASSROOM TEACHERS									
Elementary	133	19	114	\$48,473	0	0	0	2	131
Secondary	105	56	49	\$48,243	0	1	0	3	101
Specialized, K-12 OR Middle School	17	2	15	\$45,317	0	0	0	1	16
Special Education	39	5	34	\$44,751	0	0	0	2	37
CATEGORY TOTAL	294	82	212	\$47,716	0	1	0	8	285
COORDINATE SERVICES									
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Coordinator, Specially Funded Prog	1	0	1	\$72,638	0	0	0	0	1
Guidance, Elementary	6	0	6	\$41,145	0	0	0	0	6
Guidance, Secondary	7	6	1	\$58,395	0	0	0	0	7
Librarian, Elementary	4	0	4	\$50,330	0	0	0	0	4
Librarian, K-12 OR Middle School	2	0	2	\$58,592	0	0	0	0	2
Psychologist	2	0	2	\$62,691	0	0	0	0	2
School Nurse	6	0	6	\$47,432	0	0	0	0	6
Specialist	3	2	1	\$52,287	0	0	0	0	3
CATEGORY TOTAL	32	8	24	\$52,052	0	0	0	0	32
OTHERS									
Other Not Listed Above	4	3	1	\$59,224	0	0	0	0	4
CATEGORY TOTAL	4	3	1	\$59,224	0	0	0	0	4
TOTAL	348	105	243	\$49,644	0	1	0	8	339

PROFESSIONAL PERSONNEL GENDER, AVERAGE SALARY, AND RACE BY POSITION BY LEA  
2004-2005

POSITION	TOTAL	MALE	FEMALE	FULL-TIME AVERAGE SALARY	RACE				
					AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN/ PACIFIC ISLANDER	BLACK (NON- HISPANIC)	HISPANIC	WHITE (NON- HISPANIC)
CRAWFORD CENTRAL SD									
ADMINISTRATIVE/SUPERVISORY									
District Superintendent	1	1	0	\$107,268	0	0	0	0	1
Assistant Superintendent	1	1	0	\$97,884	0	0	0	0	1
Elementary Principal	6	4	2	\$74,668	0	0	0	0	6
Secondary Principal	3	2	1	\$83,109	0	0	0	0	3
Assistant Secondary Principal	4	3	1	\$68,910	0	0	0	0	4
Supervisor	3	1	2	\$79,867	0	0	0	0	3
CATEGORY TOTAL	18	12	6	\$78,759	0	0	0	0	18
CLASSROOM TEACHERS									
Elementary	110	15	95	\$46,750	0	0	1	0	109
Secondary	91	43	48	\$47,657	0	1	0	1	89
Specialized, K-12 OR Middle School	53	14	39	\$46,997	0	0	0	0	53
Special Education	45	3	42	\$42,450	0	0	0	0	45
Speech Correctionist	4	0	4	\$43,115	0	0	0	0	4
CATEGORY TOTAL	303	75	228	\$46,381	0	1	1	1	300
COORDINATE SERVICES									
Business Manager	1	1	0	\$85,000	0	0	0	0	1
Dental Hygienist	1	0	1	\$0	0	0	0	0	1
Coordinator, Specially Funded Prog	1	0	1	\$76,927	0	0	0	0	1
Guidance, Elementary	6	0	6	\$42,179	0	0	0	0	6
Guidance, Secondary	8	5	3	\$48,896	0	0	0	1	7
Librarian, Elementary	2	0	2	\$46,325	0	0	0	0	2
Librarian, K-12 OR Middle School	4	0	4	\$47,852	0	0	0	0	4
Psychologist	2	0	2	\$65,571	0	0	0	0	2
School Nurse	6	0	6	\$41,258	0	0	0	0	6
Specialist	2	2	0	\$52,855	0	0	0	0	2
CATEGORY TOTAL	33	8	25	\$49,207	0	0	0	1	32
OTHERS									
Other Not Listed Above	9	2	7	\$44,239	0	0	0	0	9
CATEGORY TOTAL	9	2	7	\$44,239	0	0	0	0	9
TOTAL	363	97	266	\$48,219	0	1	1	2	359

**EXHIBIT 3**

# CRAWFORD CENTRAL SCHOOL DISTRICT

SECTION: PROGRAMS

TITLE: AFFIRMATIVE ACTION  
PROGRAM FOR EMPLOYMENT/CONTRACT  
PRACTICES

ADOPTED: May 21, 1990

REVISED: February 25, 1991

	<p>104. AFFIRMATIVE ACTION PROGRAM FOR EMPLOYMENT/CONTRACT PRACTICES</p>
1.Purpose	<p>The Board of School Directors declares it to be the policy of this district to guarantee to all persons equal access to all categories of employment in this district, regardless of race, color, age, creed, religion, sex, ancestry, national origin, marital status or handicaps.</p>
2.Authority	<p>In order to achieve the aforesaid goal, the Board directs the Superintendent, or his/her designee, to assume the responsibility of coordinating all implementing activities as Affirmative Action Officer.</p>
3.Responsibility	<p>It shall be the duty of the Superintendent or the Affirmative Action Officer to monitor:</p> <p>JOB ANALYSIS Study periodically all existing job descriptions, required job qualifications, characteristics of employees filling said positions, and salary guides for any discrimination, inadvertent or otherwise, that might exist.</p> <p>EMPLOYMENT ANALYSIS Develop methods to search out sources of personnel and recommend methods that will encourage minority and female applications. Review copy used in recruiting ads and application forms.</p> <p>PROMOTIONAL ANALYSIS Compare the promotion and discharge records of females and minorities in each employment category with that of the dominant group. Recommend programs to afford greater upward mobility to women and minorities where so indicated.</p> <p>The Affirmative Action Officer may be assisted in these duties by a committee composed of teaching staff members and administrators.</p> <p><u>Equal Rights and Opportunities Grievance Procedure</u></p> <p>Questions of alleged discrimination should be discussed with the immediate supervisor of the person involved in the alleged discrimination prior to initiating a</p>



formal grievance. Only when such discussion has not resolved the issue to the satisfaction of the individual should a grievance be entered. Grievances will be processed according to the following policy:

Any employee or potential employee of this district who believes s/he has been discriminated against, denied a benefit, or denied employment in violation of the terms of the Equal Rights and Opportunities Policy may file a written complaint with a Compliance Officer. This complaint must be filed within five (5) work days subsequent to the time of the action forming the basis for the grievance.

The Compliance Officer shall cause a review of the written complaint to be conducted and written response mailed to the complainant within ten (10) working days after the receipt of the written complaint. A copy of the written complaint and the Compliance Officer's response shall be provided each member of the Board of School Directors. If the complainant is not satisfied with such response, s/he may submit a written appeal to the Secretary of the Board of School Directors, indicating with particularity the nature of the disagreement with the response and his/her reasons underlying such disagreement. This written response must be filed within five (5) working days of the date of the receipt of the Compliance Officer's response. The Board of School Directors shall consider the appeal at its next regularly scheduled Board meeting following receipt of the written appeal.

The Board of School Directors shall permit the complainant, upon written request, to address the Board in public or closed session, as appropriate and lawful, concerning his/her complaint and shall provide the complainant with its written decision in the matter as expeditiously as possible following completion of the hearing.

The grievant has the right to be accompanied by a third party at all hearings.

If at any time a person believes that s/he has not been accorded the rights established under Title IX and/or the School Board Policy contained herein, s/he should notify the Compliance Officer on this belief. It is this officer's responsibility to insure that each request is handled in a responsible manner and an adequate response is provided to the person requesting the review.

Other Cites  
Title VI  
Title IX  
29 C.F.R.  
P.L. 101336

**EXHIBIT 4**



### *Am I eligible for PSEA legal services?*

Yes, if you are currently an active, reserve, or like-member of PSEA and were a member during the preceding year when the problem arose.

### *But, I was not eligible for such membership last year.*

If you were not eligible for such membership last year or at the time when the problem arose, the membership requirement will be waived.

### *What if I am suspended or dismissed?*

If you are suspended or dismissed, you must maintain your membership in the appropriate category during the period of suspension or dismissal. The appropriate category will depend on your employment status. Your Uniserv Representative can advise you to the appropriate membership category.

### *Can I obtain legal advice from this program?*

Yes, but there are certain conditions. You must use a PSEA attorney and your problem must be employment-related.

### *What do I have to pay for this advice?*

It's free.

### *How do I go about getting it?*

Contact your Uniserv Representative, who will transmit your question to a PSEA attorney.

### *What about having an attorney represent me?*

The program entitles you to such representation. But again, you must use a PSEA attorney and permit the attorney to handle the case in the manner deemed best. While your relationship with your PSEA-funded lawyer is very similar to a private lawyer/client relationship, there are

differences. These differences will be explained to you.

### *Does that mean I can get an attorney to handle any case for me?*

No. Your problem must be employment-related and must be approved for funding by PSEA's General Counsel.

### *How do I get this service?*

Contact your Uniserv Representative, who will supply you with an Application for Legal Assistance.

### *How long does it take before I know whether the application is approved?*

A maximum of four weeks.

### *What if it is rejected?*

You have a right to appeal. An appeal form will be mailed to you if your Application is rejected.

### *How much does it cost?*

It is without cost.

### *Is there any maximum PSEA contribution?*

No. Once PSEA agrees to support a case, there is no maximum limit. PSEA often has spent thousands of dollars to defend a member.

### *Does that mean that once my case is approved for funding that I am automatically entitled to representation up to the Pennsylvania Supreme Court, if necessary?*

No. Every case will again be reviewed for funding before it proceeds to the next stage.

### *Must I fill out another Application?*

No.

### *Do I have to reimburse PSEA for legal services?*

Not where you recover back pay, as where you were improperly demoted, dismissed or furloughed. Where you are going after damages or some other form of remedy, PSEA does reserve the right to seek reimbursement.

### *If I have other questions, whom do I contact?*

Contact your Uniserv Representative.

### *Is that it?*

It might be added that PSEA has retained some of the finest attorneys in Pennsylvania to serve its members. If you ever have a problem with the quality of service provided by this program, and we doubt that you will, please let us know by contacting PSEA's General Counsel at the PSEA Headquarters in Harrisburg.

#### MISSION STATEMENT

To advance quality public education for all students while fostering the dignity and worth of members through collective action.



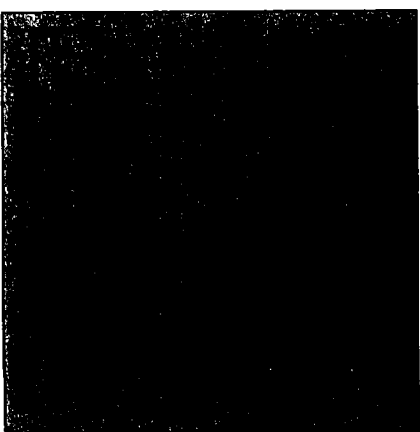
400 North Third Street, PO Box 2225  
Harrisburg, PA 17105-2225  
717-255-7000 • 800-944-7732  
Ext. 7025, 7046, 7056, or 7029

Printed 7/2003



# Legal Services Policy

*Adopted by*  
PENNSYLVANIA STATE EDUCATION ASSOCIATION  
BOARD OF DIRECTORS



# PSEA Legal Services Policy

## 1. ELIGIBILITY

A. In order to be eligible for PSEA legal assistance, a person must meet the following three eligibility requirements:

1. Active, reserve, or life membership in PSEA at the time the Application for Legal Assistance is filed;

2. Active, reserve, or life membership in PSEA during the preceding year, unless the applicant was not eligible for such membership at the time;

3. Active, reserve, or life membership in PSEA at the time of the event which precipitated the filing of the Application for Legal Assistance, unless the applicant was not eligible for such membership at the time.

B. PSEA will consider as eligible for legal services a retired member who has joined PSEA-R and who needs legal assistance relating to a retirement issue relating back to his/her employment while a PSEA member, so long as his/her membership in PSEA was an active member for 90% of his/her service including the last five years of his/her active employment up to retirement.

C. If a member is suspended or dismissed, the member must maintain membership in the appropriate category during the period of suspension or dismissal.

## 2. FUNDING

A. PSEA shall fund 100 percent of the legal costs incurred by an eligible member or association where PSEA has approved such member or association's Application for Legal Assistance and the applicant agrees to the following conditions:

1. PSEA's General Counsel shall control the manner in which, and the extent to which, an applicant's case is pursued;

2. That the applicant shall not receive legal assistance unless he or she utilizes the services of the attorney provided by PSEA.

## 3. COVERAGE

A. Member

1. PSEA shall provide funding to an eligible member for legal advice from a PSEA attorney on a legal problem which is employment-related.

2. PSEA shall provide funding to an eligible member for legal representation by a PSEA attorney on a legal matter which is employment-related, subject to reasonable regulations which PSEA adopts to implement this policy.

3. PSEA does not discriminate against applicants on the basis of race, color, national origin, creed, gender, sexual orientation, age, handicap, marital status, or economic status.

B. Association

1. PSEA shall provide funding to an association for legal advice from a PSEA attorney on a legal problem which affects the legal status, rights, or responsibilities of the association.

2. PSEA shall provide funding to an association for legal representation by a PSEA attorney on a legal matter which affects the legal sta-

tus, rights, or responsibilities of the association, subject to reasonable regulations which PSEA adopts to implement this policy.

## 4. WORKER'S COMPENSATION CASES

A. Worker's compensation cases are an exception to the PSEA Legal Services Policy because of their length, expense, and need for expert witnesses. Therefore, worker's compensation cases will be handled as follows:

1. If you use a PSEA attorney through our Personal Legal Services Program, PSEA will provide up to \$1,000 to cover the costs of obtaining the necessary medical testimony. If you are successful in your case and the employer is ordered to pay costs, PSEA shall be reimbursed for its portion of the costs. If you are not successful, you will not be required to reimburse the \$1,000.

2. A PSEA attorney approved through the Personal Legal Services Program will handle your case on a contingent fee basis, with a 30 percent reduction in fee. The worker's compensation statute provides that attorney's fees are normally 20 percent of the recovery. This means the fee will be reduced to 14 percent. The reduced fee will be paid from your recovery. Because the case is handled on a contingent fee basis, you will incur no attorney's fees unless the case is won.

3. PSEA cannot guarantee that all cases on a contingent fee will be accepted through the Personal Legal Services Program. Cases involving a small claim may not generate enough fees for the attorney to accept on a contingent fee. In such a case, please contact the Legal Division, PSEA, for further information.

## 5. CRIMINAL CHARGES

A. PSEA members have coverage for reimbursement of attorney's fees when charged with employment-related crimes and when exonerated. PSEA will provide \$2,500 in up-front money in those cases to assist members in paying a criminal attorney retainer (\$5,000 if there are multiple and separate cases and trials).

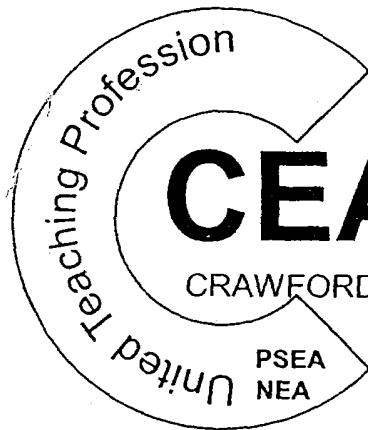
For over 30 years, PSEA, represented by the PSEA Legal Division, has initiated thousands of cases in both state and federal court that have established Pennsylvania law in areas such as education, labor, and constitutional law. Indeed, many of the tenure, certification, and collective bargaining rights that PSEA members enjoy have been enhanced as a result of PSEA's litigation efforts before the state and federal systems' highest courts.

PSEA Legal now has 15 in-house attorneys and 6 outside retained law firms to serve you. In 2001-2002, we opened over 891 new cases for our members and won or favorably settled over 657 cases.

PSEA has a policy regarding sexual harassment complaints by anyone using this program. The policy is available upon request.

EXHIBIT

Johnson 4



**CEA**

CRAWFORD CENTRAL EDUCATION ASSOCIATION

PSEA  
NEA

# **Constitution and Bylaws**

Effective May 24, 1983

Reprinted January 2003

SECTION 3 ABSENTEE BALLOTS: Absentee ballots shall not be permitted; a member must be physically present to vote.

SECTION 4 COPIES TO MEMBERS: Members of the Crawford Central Education Association shall receive a copy of the proposed changes in the negotiated agreement one (1) week prior to voting. This provision shall not apply if, in the judgment of the President and the chief negotiator, it would result in (a) a delay in the opening or closing of school or (b) would adversely affect the orderly process of negotiations.

#### ARTICLE XIV: FINANCES

SECTION 1 The fiscal year of the Association shall be August 1 through July 31.

SECTION 2 Any officer and/or Chairperson appropriated an honorarium according to the adopted budget for that fiscal year will be paid one third of the approved honorarium after the first Executive Council meeting, one third of the approved honorarium after the January Executive Council meeting, and the remaining one third of the approved honorarium after the May Executive Council meeting.

SECTION 3 All disbursements will be signed by both the President and the Treasurer

#### ARTICLE XV: GRIEVANCE COMMITTEE OPERATIONAL GUIDELINES FOR PROCESSING GRIEVANCES

SECTION 1 PURPOSE: To achieve sound and fair settlement of all grievances that are of merit and to avail all eligible bargaining unit members of the rights guaranteed under contract and law.

SECTION 2 ELIGIBILITY: All bargaining unit employees of the Crawford Central School District certified for representation by the Crawford Central Education Association PSEA/NEA.

SECTION 3 GRIEVANCE: A grievance is defined as a claim by an employee or employees regarding the meaning, interpretation or application of any provision of the collective bargaining agreement or that the local school board or its agents have acted inequitably in the application of the terms of the collective bargaining agreement. (Article III A. a and b.)

## SECTION 4 PROCEDURES

- a. Grievances shall be processed in accordance with Article III of the Crawford Central Education Association Collective Bargaining Agreement, 1983-1986.
- b. Any bargaining unit member may contact any member of the Association's Grievance Committee, directly or through their Faculty Representative, to investigate or have a grievance filed on his/her behalf and to represent him/her during the Level One procedure (Article III C 3). It is critical that no grievance be written and presented without assistance from a member of the Crawford Central Education Association Grievance Committee or their designated PSEA/NEA Staff Representative. (It is strongly recommended that all grievances have Association representation with them at all levels of the Grievance Procedure.)
- c. If the grievance is filed and proceeds to Levels One through Three (Article III C 3, 4, and 5), the grievance must be reduced to writing over the signatures of the aggrieved and/or a representative of the Association's Grievance Committee or their PSEA/NEA Staff Representative, or in the case of a group grievance, over the signature of the designated Association Representative.
- d. The CCEA Grievance Committee has sole discretion to select an advocate to represent the aggrieved at any stage of the grievance.
- e. Investigations required to properly cite violations and properly file grievances will be conducted by the CCEA Grievance Committee Representative at the request of the bargaining unit member or at the initiation of the CCEA Grievance Committee Representative and/or the Faculty Representative.
- f. If the aggrieved or the CCEA is not satisfied with the disposition of the grievance at Level Three (Article III C 5) he/she may within five (5) school days after a decision by the Board at Level Three, or twenty (20) school days after the grievance was filed at Level Three, whichever is sooner, request in writing through the CCEA Grievance Committee, that the Association submit the grievance to arbitration. The CCEA Grievance Committee shall meet and review the grievance and if it determines that the grievance is of merit and that appealing it to Level Four, Arbitration, is in the best interests of the aggrieved and/or the CCEA, the Committee shall make such recommendation to the Association Executive Committee. Further, if the Executive Committee concurs, they will submit the grievance to Level Four, Arbitration, as provided in Article III C 6 a, b and c.
- g. If the CCEA Grievance Committee determines that the grievance is not of merit and that appealing it is not in the best interests of the aggrieved and/or the Association and the Executive Committee, the same Committee will notify the aggrieved by letter of its decision not to pursue the matter to arbitration. The aggrieved has the right of appeal in accordance with Section 5, Item f, of these Guidelines
- h. Since actions must take place within specified limits as provided in the Levels of the Grievance Procedure of Article III, prompt replies are mandatory by all parties.



SECTION 5 RIGHTS OF INDIVIDUALS

- a. **Article III (CCEA Contractual Agreement 1983-1986)**-- Exercise of the Grievance Procedure shall not be construed to deny to any employee the right of access to the courts or to any governmental agency.
- b. **Article III (CCEA Contractual Agreement 1983-1986)**--Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the existing contractual agreement, and subject to the Article III C 1, Crawford Central Education Association right to be present at all stages of the Grievance Procedure.
- c. Individuals have the right to exercise all statutory rights guaranteed under the Constitution of the United States, the Pennsylvania Labor Relations Act, Act 195, and other applicable laws.
- d. All employees have the right to ask for assistance from the CCEA Grievance Committee in detecting when a violation is suspected, and in writing, filing and processing grievances of merit.
- e. The President of the CCEA and the CCEA Grievance Committee Chairperson shall be informed by the aggrieved of any adjustments in accordance with Section 5 b of these Guidelines.
- f. If the CCEA Grievance Committee and the CCEA Executive Committee decide not to proceed with a grievance to Level Four, Arbitration, the aggrieved has three (3) days by postmark in which to appeal the action in writing to the Chairperson of the CCEA Grievance Committee and the CCEA President. The Grievance Committee and the Executive Committee must then reconsider the merits of the grievance and report the findings to the aggrieved. During reconsideration of the grievance by the CCEA Grievance Committee and CCEA Executive Committee, the aggrieved has the right to be present at the meeting to speak on his/her behalf.
- g. Should the CCEA elect not to take the grievance to arbitration, the aggrieved party may do so at his/her own cost within five (5) days of notification of the Association's decision, subject to the Article III D 1, CCEA right to be present at all stages of the Grievance Procedure.



## **JOB DESCRIPTION ADDENDUM**

### **PRESIDENT**

Attend: Meetings with the superintendent  
School Board committee meetings  
School Board meetings  
PSEA Region meetings  
Collective Bargaining meetings  
Greet new employees at the Mentor/Introductory meeting  
Write newsletter articles

### **VICE PRESIDENT**

Attend: Meetings with the superintendent  
School Board committee meetings  
School Board meetings  
PSEA Region meetings  
Collective Bargaining meetings  
Greet new employees and encourage membership in CCEA/PSEA/NEA at the Mentor/Introductory meeting  
Recruit members to attend Association Educational Workshops

**EXHIBIT 5**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ROWENA WAGNER

Plaintiff

vs.

No. 04-264E

Jury Trial Demanded

CRAWFORD CENTRAL SCHOOL DISTRICT  
CRAWFORD CENTRAL SCHOOL BOARD

Defendants,

MICHAEL E. DOLECKI, SUPERINTENDENT

Defendant,

CHARLES E HELLER, III, ASSISTANT  
SUPERINTENDENT

Defendant,

and,

THE CRAWFORD CENTRAL EDUCATION ASSOCIATION  
PENNSYLVANIA STATE EDUCATION ASSOCIATION  
NATIONAL EDUCATION ASSOCIATION

Defendants

FIRST AMENDED  
COMPLAINT

(I) Preliminary Statement

- (1) Rowena Wagner brings this action as a consequence of being wrongfully denied employment opportunities in a long-term substitute and permanent teaching position in the Crawford Central School District due to her race (Asian), and national origin (Filipino). Plaintiff, a resident of Cochranon, Pennsylvania, initiates this action pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.A., section 2000e, at seq., and section 1981 of the Civil Rights Act of 1866, as amended, 42 U.S.C.A. section 1981, and 42 U.S.C.A. section 1983.

Plaintiff seeks relief, also under relevant state law including the Pennsylvania Human Relations Act, 43 P.S. section 951 et seq.

(II) Jurisdiction

- (2) The Court is vested with jurisdiction over the matters contained in the Amended Complaint by virtue of 28 U.S.C.A. sections 1331, 1337, and 1343 (4) in that this action arises under the laws of the United States, specifically Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.A. section 2000e et seq. and section 1981 of the Civil Rights Act of 1866, as amended, 42 U.S.C.A. sections 1981 and 1983. This Court also has supplemental jurisdiction over all related claims by virtue of 28 U.S.C.A. section 1367.

(III) Parties

- (3) The Plaintiff Rowena Wagner, graduated from Edinboro University of Pennsylvania in May 2000. She has a Bachelor of Science in Education degree, major in Elementary Education. Mrs. Wagner is certified to teach in the Elementary school system. This is her fourth year as a substitute teacher in the Crawford Central School District.

After she was summarily dismissed or terminated from a teaching position on December 20, 2002, that she commenced on November 15, 2002, and was expected to hold until January 17, 2003, Plaintiff filed with the Pennsylvania Human Relations Commission (dual filing with the United States Equal Opportunity Commission), a Complaint against Crawford Central School District. On June 22, 2004, Plaintiff received a Right to Sue Letter from the Pennsylvania Human Relations Commission that stated that the Commission had not completed processing the Complaint. The Right To Sue Letter is enclosed, identified as Exhibit "A", and incorporated herein by reference.

- (4) The Defendants, Crawford Central School District, and the Crawford Central School Board, consist of a Board of nine members, elected at large, who governs the District, and implements Board policy and state regulations through its principal administrators, the Superintendent of Schools and the Assistant Superintendent of Schools and other professional and supervisory staff. The Board is the supervisor of the Crawford Central School District. The Defendants' principal address is at 11280 Mercer Pike, Meadville Pennsylvania 16335-9504.
- (5) In implementing board policy and state regulations, the Superintendent of Schools functions as the Chief Administrative Officer and is hired by the board.
- (6) The Defendant, Crawford Central Education Association, of which the Plaintiff is a member, having certain limited rights as a substitute teacher, is a local unit of the Pennsylvania State Education Association, having its address at 930 North Street, Meadville, PA 16335.
- (7) The Crawford Central School Board approved the collective bargaining agreement with the Crawford Central Education Association.

(IV) Statement of Facts

- (8) The Plaintiff applied for a substitute teaching position with the Defendant, Crawford School District, in August 2001.
- (9) During the school year of 2001-2002, she worked as a substitute teacher in various elementary schools in the Crawford County School District.
- (10) Since 2003, the Plaintiff has been a member of the local union, the Crawford Central Education Association, which is named as a Defendant herein.
- (11) In November 2002, Plaintiff was hired to replace a full time teacher who took sick leave due to surgery for the remainder of the semester that was to conclude on January 17, 2003.
- (12) On December 20, 2002, the Defendants, Crawford Central School District and the Board summarily dismissed the Plaintiff, and replaced her with another teacher who is Caucasian.
- (13) By practice, the Defendants, Crawford Central School District and the Board customarily filled vacancies of the teaching staff caused by medical, sabbatical, and other unexpected leaves on the recommendation of the full time teacher who was replaced. On December 20, 2002, the Defendant did not follow its established employment practice when it dismissed Plaintiff.
- (14) Plaintiff applied for a vacant full time third grade teaching position at Neeson Hill Elementary School that was posted, became available on November 12, 2002, and for which applications were being accepted. On December 11, 2002, the Defendant notified Plaintiff that the position, inexplicably, no longer existed.
- (15) During 2002, 2003, and 2004, Plaintiff unsuccessfully applied for more than seventy-five (75) long-term substitute and full time permanent teaching positions in Crawford County School District. Plaintiff was fully qualified for such open positions by all standards established by the Defendants.
- (16) The postings for at least seven (7) of the teaching positions for which Plaintiff applied, did not receive a bid from a member of the Crawford Central Education Association, the local union.
- (17) The Pennsylvania State Education Association, of which the Crawford Central Education Association is a local unit, expressly declared in its official documentation, 2004 Enrollment Form 2005, its commitment to equitable representation of minority employment. That form provides for an applicant to state his/her race.
- (18) On April 11, 2003, the Defendant, Michael E. Dolecki, Superintendent, notified its insurer of the Plaintiff's discrimination claim filed with the PHRC on February 20, 2003. The Defendants, Crawford Central School District and the Board knew or should have known of Plaintiff's Complaint filed with the PHRC on February 20, 2003.
- (19) It is reported that as of May 2004 that the Crawford Central School District services more than 4300 students, at least 300 of whom are minorities, but there are few, if any, teachers, counselors or administrators of color. During the past ten (10) years, the District has employed approximately two (2) minority teachers, and not more than five during the past

twenty-five (25) years.

- (20) By established procedures, applicants for teaching positions are recommended by the administrators to the Board to be hired for a long term or permanent teaching position.
- (21) The Defendants, the Central Crawford School District and the Board, employed or hired long term and permanent teaching staff by officially endorsing the candidate recommended by the Administrators.
- (22) Since 2001, the Plaintiff's race, national origin, and ethnicity have been made known to the Defendants through written communications.
- (23) In October 1983, the Defendants, Crawford Central School District and its Superintendent were successfully sued for sexual and racial discrimination in the employment of its administrative and managerial staff.
- (24) From 1995 to 1999, a member of the Defendant Board brought to the attention of members of the Defendant Board, on at least thirty (30) occasions the persistent discrimination problems in failing or refusing to hire minority teaching staff.

(V) Causes of Action

Paragraphs 1 through 24 are incorporated in each of the following causes of action as though fully set forth.

FIRST CLAIM FOR RELIEF

- (25) In denying Plaintiff employment opportunities as a long-term substitute or permanent full-time teacher, because of her race and national origin, the Defendants, Crawford Central School District and the Board unlawfully discriminated against the Plaintiff in violation of Title VII of the Civil Rights Act of 1964, as amended.
- (26) The Defendants, Crawford Central School District and the Board, unlawfully discriminated against the Plaintiff in that she was treated less favorably or more harshly than her professional teaching cohorts, specifically because:
  - (a) Plaintiff was subjected to interviews for teaching positions for which she applied, whereas other substitute teachers got long-term substitute contracts without an interview.
  - (b) Applicants for long-term substitute positions, who were inexperienced, and less qualified than Plaintiff, successfully got teaching positions.
  - (c) Applicants for full time teaching positions, who were inexperienced and less qualified than Plaintiff, successfully got teaching positions.

- (d) The Defendants, Crawford Central School District and the Board failed to equitably and fairly consider Plaintiff's application even in instances where no members of the local union bid on the vacant positions.
- (e) The Defendants, Crawford Central School District and the Board unfairly conducted job postings, so as to disadvantage Plaintiff in her job search and application process.
- (f) The Defendants, Crawford Central School District and the Board dealt with the Plaintiff in a manner that foreclosed her from becoming a full fledged member of the local union.
- (g) Plaintiff was wrongfully deprived of professional, economic, and other benefits that would have otherwise accrued to her as a member of the union, and as a long-term substitute or full-time, permanent teacher as a result of Defendants' unlawful employment practices.
- (h) Defendants, Crawford Central School District and the Board unlawfully retaliated against Plaintiff by denying her long-term, or full-time teaching opportunities because she filed a Complaint with the Pennsylvania Human Relations Commission on February 20, 2003.
- (i) The Defendants, Crawford Central School District and the Board discriminated against the Plaintiff when it summarily dismissed Plaintiff on December 20, 2002, and deviated from its customary employment practice in hiring substitute teachers as replacement for full-time teachers who unexpectedly took medical or sabbatical leave. Additionally, the Defendants departed from its established employment policy on January 7, 2004 when it refused to allow the Plaintiff to substitute for a full-time teacher for three (3) weeks.
- (j) In 2004, the Defendants hired nine (9) new teachers including one minority, some of whom were less qualified than Plaintiff, but unjustifiably rejected the Plaintiff's application.
- (k) As recent as September 2004, after Plaintiff's lawsuit had been filed, the Defendants' filled a teaching position for which Plaintiff applied, without posting it, and unlawfully rejected Plaintiff's application.
- (l) In violation of state regulations and policies, the Defendants hired teaching staff pursuant to an emergency permit when Plaintiff was available as a fully qualified and properly certificated applicant.

Paragraphs 1 through 26 are incorporated in each of the following causes of action as though fully set forth.

#### SECOND CLAIM FOR RELIEF

- (27) The Defendants violated Plaintiff's legal, and Constitutional rights to contract, including

employment contracts, free of discrimination and to make and enforce contracts and to enjoy the benefits, privileges, terms and conditions of contracts on the basis of equality per section 1981 of the Civil Rights Act of 1866.

- (28) On December 20, 2002, Plaintiff's professional and contractual relationship was unfairly, unlawfully, and arbitrarily terminated by Defendants, Crawford Central School District and the Board for pretextual and non-meritorious reasons.
- (29) Over the span of three (3) years, the Plaintiff's persistent efforts to obtain a long-term or permanent teaching position with Defendants, Crawford Central School District and the Board commensurate with her abilities, and record of being a highly qualified teacher, were callously disregarded and rebuffed.
- (30) Plaintiff was unlawfully denied opportunity to become a full fledge member of the local union, and deprived of the economic benefits that she would have otherwise realized.
- (31) As a party to the collective bargaining agreement, the Crawford Central Education Association, the local union, has failed to keep its commitment to assure equitable representation of minority employment in the Crawford Central School District.

Paragraphs 1 through 31 are hereby incorporated by reference as though fully set forth herein.

#### THIRD CLAIM FOR RELIEF

- (32) The Defendant, Crawford Central School District and the Board are organized and operated under the laws of the Commonwealth of Pennsylvania. It is believed that the Defendants are funded by state and federal public monies.
- (33) The unlawful and discriminatory employment practices in which the Defendants have engaged and the abusive acts of authority that the Defendants have perpetrated on the Plaintiff were committed under the authority of state law.
- (34) Through their agents, the Defendants violated Plaintiff's constitutional rights under Title 42, sections 1981, 1983 and the Fourteenth Amendment.
- (35) The Defendants approved of, acquiesced in a longstanding custom, policy or tradition of denying Plaintiff and minorities equal employment opportunities and engaged in unlawful employment practices that exclude minority group members.
- (36) Because the constitutional wrongs and deprivations inflicted on the Plaintiff are continuing in nature, the Plaintiff seeks injunctive relief since there is no adequate remedy at law to appropriately address her pain and suffering, irreparable loss, damages and injuries.

#### FOURTH CLAIM FOR RELIEF

- (37) The Defendants, Crawford Central School District and the Board unlawfully discriminated against Plaintiff regarding the terms, and conditions of her employment because of her race and national origin, and, therefore, violated the Pennsylvania Human Relations Act.



FIFTH CLAIM FOR RELIEF

(38) The employment discrimination practiced on the Plaintiff by the Defendants, Crawford Central School District and the Board damaged the Plaintiff economically, professionally, and inflicted severe emotional, psychological distress, as well as, humiliation, degradation and other pain and suffering recoverable as a tortious claim under relevant state law.

(VI) Relief Sought

- (1) Declare that the employment practices stated in the Complaint are unlawful and unconstitutional, and that they violate the Civil Rights Act of 1964, as amended, sections 1981 and 1983 of the Civil Rights Act of 1866, and the Pennsylvania Human Relations Act, 43 P.S. section 951, et seq.
- (2) Order the Defendants to assign the Plaintiff to a long-term or full-time teaching position within the District suitable with her professional background.
- (3) Order the Defendants to make Plaintiff whole by providing appropriate back pay together with payment for loss of pension, retirement and other benefits.
- (4) Order the Defendants, Crawford Central School District and the Board to make Plaintiff whole by providing appropriate compensatory, and punitive damages in an amount in excess of \$150,000;
- (5) Grant Plaintiff reasonable costs, and attorney fees;
- (6) Order the Defendants, Crawford Central School District and the Board to implement an affirmative action plan to diversity its teaching staff, and,
- (7) Grant other relief as this Court deems just, appropriate, and proper.

Respectfully,

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Caleb L. Nichols  
Pa. Atty. No. (18773)  
P.O. Box 1585  
Erie, PA 16507  
(814) 838-1877

Date: October \_\_\_\_\_ 2004